



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-082934-25

In the matter of: 3, 153 DAWSON ST
WATERLOO ON N2L1R4

Between: Joseph Egbo Tenant

And

Boyuan Shen Landlord

Joseph Egbo (the 'Tenant') applied for an order determining that Boyuan Shen (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 30, 2026.

The Tenant's legal representative, Stacy Makuraza, and the Tenant attended the hearing.

The Landlord and an interpreter for the Landlord, the Landlord's son, Joshua Gao, and a witness for the Landlord, Maxx Small attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Landlord and the Tenant entered into a tenancy agreement on September 1, 2024 for a fixed term of one year ending on August 31, 2025.
3. The Tenant vacated the rental unit on April 30, 2025.
4. The Tenant filed the application with the Board on October 16, 2025.
5. The Tenant alleges the Landlord collected illegal rent and did not use the Tenant's last month rent deposit for the last month of the tenancy.
6. The Tenant filed evidence with the Board (DOC-7618102) to support his claims in the application.
7. The position of the Tenant is the tenancy agreement indicates the lawful rent is \$890.00, however when the Tenant was moving items into the rental unit the Landlord noticed the Tenant was moving in a small floor freezer. The Tenant alleges the Landlord insisted the

Tenant pay an additional \$10.00 per month to cover the cost of the electricity for the additional appliance.

8. The Tenant stated he paid cash for the first month then proceeded to pay the Landlord \$890.00 per month consisting of his lawful rent of \$880.00 and the extra \$10.00 the Landlord requested for electricity.
9. The Tenant stated that on February 28, 2025 he texted the agent for the Landlord Joshua Gao and requested to terminate the tenancy for the end of April 30, 2025.
10. The Landlord agent responded back to the Tenant on the same day stating the Landlord accepted the Tenant's request to terminate the tenancy on April 30, 2025.
11. The Tenant stated he had paid April 2025 rent and the Landlord is still holding the last month rent deposit that should have been applied to April 2025 given the mutual agreement to terminate the tenancy for April 30, 2025.
12. The position of the Landlord is the Tenant terminated the tenancy early and she is entitled to keep the last month rent deposit.
13. The Landlord stated that the agreement to terminate the tenancy early was based on the condition that the Tenant pay April 2025 rent and the Landlord would keep the last month rent deposit as compensation.
14. The Landlord stated that although another existing tenant took over the Tenant's rental unit she was still left with a vacant room for four months because the Tenant vacated the rental unit before the end of the tenancy and she is owed compensation.

Analysis

15. Section 3 of the Act states:

Application of Act

3 (1) This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and **despite any agreement** or waiver to the contrary.

[emphasis added]

16. Section 37 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Termination only in accordance with Act

37 (1) A tenancy may be terminated only in accordance with this Act. 2006, c. 17, s. 37 (1).

Termination by agreement

(3) A notice of termination need not be given if a landlord and a tenant have **agreed to terminate a tenancy**. 2006, c. 17, s. 37 (3).

[emphasis added]

17. Section 106 of the Act states:

Rent deposit may be required

106 (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement. 2006, c. 17, s. 106 (1).

Rent deposit applied to last rent

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

18. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has collected an illegal charge of \$10.00 for electricity charges and the Landlord did not use the last month rent deposit of \$880.00 for the Tenant's last month.
19. Regarding the \$10.00 the Landlord is not allowed to charge extra charges that are not covered in the tenancy agreement. Despite the Landlord's assertion that the Tenant volunteered to pay this, this agreement is in contravention of section 3 of the Act.
20. Based on the text message evidence and the Tenant's credible testimony I find the Landlord and the Tenant entered into an agreement to terminate the tenancy on April 30, 2025 to terminate the tenancy in accordance with the Act. As such, the Landlord is not entitled to retain the last month rent deposit as compensation. This amount is still owing given the Tenant had paid rent for the month of August 2025.
21. Evidence was provided that a new tenant occupied the rental unit however this fact is not relevant to the fact the Landlord and Tenant agreed to terminate on April 30, 2025 and the new tenant moved in sometime in May 2025.
22. For all the reasons above the Tenant's application is granted.
23. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord owes the Tenant is \$1,008.00. This amount represents:
 - \$80.00 for excess rent collected.
 - \$880.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.